



## **TERMS & CONDITIONS**

### **BOOKINGS**

Bookings are only made once a deposit has been paid. Unfortunately, we do not accept any tentative bookings. A non-refundable deposit is required in order to make a booking.

### **PAYMENTS**

Payments can be made at any time from date of booking up until 1 month prior to wedding date, when full & final payment is required. Our preferred method for payment is by Direct Deposit, Cheque or Cash.

### **SUNDAYS & PUBLIC HOLIDAYS**

A 10% surcharge applies to the total value of all orders for Sundays. A 20% surcharge applies to the total value of all orders for Public Holidays.

### **APPOINTMENTS**

We offer a complimentary 1 hour appointment. Second and subsequent appointments are charged at \$50 each. We are available on email or phone if you wish to discuss your order or make any changes to it.

### **CHANGES/AMENDMENTS**

Any changes/amendments can be made to your order up until 1 month prior to your actual wedding date. After this date you will be able to discuss possible changes/additions but any changes made will be at our discretion.

Bookings are transferable to another date (subject to our availability) - Refer to Cancellations Policy below for more detail.

### **ORDER CONFIRMATION**

All orders must be confirmed via email no later than 1 month before your wedding date. We take no responsibility for any errors or omissions once you have confirmed your final order. It is the responsibility of the customer to ensure that any item(s) ordered are fit for their intended use.

### **AVAILABILITY & VARIATIONS**

When working with nature, there are no guarantees. We will do our absolute best to supply exactly what you order, however due to variances in the weather & seasonal availability of some flowers, we cannot guarantee availability, exact colours or shades. Should we need to substitute any flowers for you, we will select what we feel is the next best option.

Please remember....we are not Nature, we simply work with it.

### **DELIVERIES**

Customers may pick up via prior arrangement. Deliveries are scheduled to suit both parties involved. The Client agrees to pay all delivery charges if applicable; these will be explained prior to delivery. We will confirm your delivery time for you in the week before your wedding date. We will do our absolute best to deliver at the time you request.

We allow 30 minutes on either side of any given time, to allow for good/bad traffic and any

delays we may come across. If we are going to be earlier or later than 30 minutes either side of your scheduled delivery time, we will be in contact with you ASAP to give you an ETA. Deliveries are deliveries only, and do not allow time for on-site setting up. Should no-one be home/available when we deliver to you, or an incorrect delivery address be provided, a re-delivery fee of \$50 plus GST will apply for us to deliver to you again at another time that day (which we will advise at our discretion).

## **HIRE**

Any items for hire are YOUR responsibility to return to us no later than 2 days after your wedding date, unless otherwise arranged. Any breakages or damages must be paid for at the replacement value.

## **CANCELLATIONS**

The non-refundable deposit paid on booking remains ours. Bookings can be postponed to another date, subject to our availability. A minimum of 1 months notice is required.

## **PHOTOS**

Photos taken by us of your arrangements remain our property. Any photos provided to us will only be used by us and as permitted by you. All photos on this site have the exclusive permission by its owner for use on this site. We take no responsibility for your photos being used in any way which is not permitted.

## **PRIVACY**

Your order, wedding date, contact details (address, phone, email) will be treated with complete privacy. We will not speak with any media representative or release any information unless you give us permission to do so.

## **GENERAL**

By accessing our site, or by reading these terms and conditions, you agree to be bound by our terms and conditions which apply to each and every page of the site as follows: We disclaim all representations and warranties, express or implied, to the fullest extent of the Law.

It is your responsibility to scan your computer for viruses. We take care to ensure all data transmissions are free from viruses, however cannot guarantee this. Use of our website is your responsibility, and we will not incur any loss for your inappropriate use of the site, or lack of knowledge with using the site. We will not be liable for any direct, indirect, accidental, special, consequential, or exemplary damage to you or anyone else, including (but not limited to) damages for product liability, personal injury or negligence resulting from the use of goods supplied to you or anyone on your behalf. You agree to indemnify & hold Zimzee harmless from and against any and all claims, loss, or expense that may be incurred by Zimzee which relate to or are incidental to the performance of its duties as described in these Terms & Conditions including all costs of defending itself against a claim by any other person and/or as a result of you taking any action or refraining to take any action or instituting or defending any action or legal proceeding. You further agree to indemnify and hold Zimzee harmless from any claim made by any third party due to or arising from the use of this site, the violation of the Terms and Conditions by you, or the infringement by you, or other users of this site, of any intellectual property or other right of any person or entity. We reserve the right to change these Policies, Terms & Conditions at any time without notice. These Policies, Terms and Conditions will always be current, and override any prior Policies, Terms & Conditions provided in any other form.